

ORIGINAL**FILED**

2008 JUL 31 PM 2:33

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIABY DEPUTY

URTNOWSKI & ASSOCIATES, P.C.
 J. Brian Urtnowski (CSB #117720)
 Lisamarie Graham (CSB #252827)
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Attorneys for: Plaintiff UNITED RENTALS NORTHWEST, INC.

**UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

'08 CV 1389 L CAB

United States of America for the use of:
**UNITED RENTALS NORTHWEST,
 INC.**, an Oregon corporation,

Plaintiff,

vs.

**PHOENIX CONSTRUCTION
 SERVICES, INC.**, a California
 corporation; **MRR CONSTRUCTION
 SERVICES, INC.**, a California
 corporation; **CONTRACTORS
 BONDING AND INSURANCE
 COMPANY**, a Washington corporation;
WESTERN SURETY COMPANY, a
 South Dakota corporation; **ROSARIO
 RAMIREZ GIRARD**, an individual;

Defendants.

) DOCKET NO.
)
)

) COMPLAINT FOR:
)

-) 1) ON BOND (MILLER ACT)
)
) 2) BREACH OF CONTRACT
)
) 3) SERVICES RENDERED
)
) 4) ACCOUNT STATED
)
) 5) OPEN BOOK ACCOUNT
)
) 6) RECOVERY ON CONTRACTOR'S
) LICENSE BOND
)
) 7) BREACH OF PERSONAL GUARANTY

1. Use Plaintiff UNITED RENTALS NORTHWEST, INC., ("United Rentals"), is and at all times herein mentioned was, a corporation organized and existing by virtue of the laws of the State of Oregon, authorized to do and doing business within the State of California.

2. Plaintiff is informed and believes and on that ground alleges that defendant PHOENIX

1 CONSTRUCTION SERVICES, INC., ("PCS"), is and at all times herein mentioned was
2 a corporation organized and existing by virtue of the laws of the State of California,
3 authorized to do and doing business within the State of California.

4
5 3. Plaintiff is informed and believes and on that ground alleges that defendant MRR
6 CONSTRUCTION SERVICES, INC., ("MRR"), is a suspended corporation that was
7 organized and existing by virtue of the laws of the State of California, and that was
8 authorized to do and doing business within the State of California.

9
10 4. Plaintiff is informed and believes that MRR was doing business under the trade name
11 Phoenix Construction Services. Plaintiff is further informed and believes that PCS is the
12 successor corporation to MRR and that both MRR and PCS are, for all practical purposes,
13 one and the same corporation. For the purposes of this complaint, PCS and MRR shall
14 collectively be referred to as "Phoenix Construction."

15
16 5. Plaintiff is informed and believes and on that ground alleges that defendant
17 CONTRACTORS BONDING AND INSURANCE COMPANY ("Contractors Bonding")
18 is and at all times herein mentioned was a corporation organized and existing by virtue of the
19 laws of the State of Washington, authorized to do and doing business within the State of
20 California.

21
22 6. Plaintiff is informed and believes and on that ground alleges that defendant WESTERN
23 SURETY COMPANY ("Western-Surety") is and at all times herein mentioned was a
24 corporation organized and existing by virtue of the laws of the State of South Dakota,
25 authorized to do and doing business within the State of California.

26
27 7. Plaintiff is informed and believes and on that ground alleges that defendant ROSARIO
28 RAMIREZ GIRARD ("Girard") is and at all times herein mentioned was a resident of the

County of Riverside, State of California.

8. Plaintiff is informed and believes jurisdiction over the subject matter of this lawsuit in conferred on this Court by virtue of 28 U.S.C. §1352 and 40 U.S.C. §270(b). Jurisdiction over the Second, Third, Fourth, Fifth, Sixth and Seventh Claims for Relief is provided under the principles of pendent jurisdiction. Venue is proper in the Southern District because a substantial part of the events or omissions giving rise to the claim occurred in this District.
9. On information and belief, at all times mentioned herein, defendants were acting as the agent and/or employee of each remaining defendant, and acting within the course and scope of said agency and/or employment, and that each fictitiously named defendant is responsible in some manner for the occurrences herein mentioned and that plaintiff's damages as herein mentioned were approximately caused by such defendants and each of them.

FIRST CLAIM FOR RELIEF

**(Claim On Miller Act Payment Bond against Defendants Phoenix Construction
and Contractors Bonding)**

(49 Stat. 793, c. 642, § 1; 40 U.S.C. §§270a-270e)

10. Plaintiff realleges and incorporates by reference the applicable allegations of paragraph 1 through 9 of this complaint, inclusive.
11. United Rentals is informed and believes and thereon alleges that the N.A.S.A. California Institute of Technology Jet Propulsion Lab ("JPL") is, and at all times herein mentioned was a subdivision of the United States qualified to do and doing business in the State of California pursuant to and authorized by the laws of the State of California.
12. United Rentals is informed and believes and thereon alleges that sometime prior to May

1 2007, the United States of America, through the JPL, awarded a contract ("JPL Contract"),
2 contract number presently unknown to plaintiff, for that certain work of improvement at the
3 Jet Propulsion Laboratory located at 4800 Oak Grove Drive, Bldg. 79, City of Pasadena,
4 County of Los Angeles, State of California, within the Southern District of California ("JPL
5 Improvement").

6
7 13. United Rentals is informed and believes and thereon alleges that sometime before May 2007,
8 defendant Phoenix Construction, as principal, and defendant Contractors Bonding, as surety,
9 acting through and in connection with defendants, executed and delivered a payment bond,
10 ("JPL Bond"), in a penal sum sufficient to guaranty the payment to all persons supplying
11 labor, materials and equipment in the prosecution of the work provided for in the JPL
12 Contract and in any and all duly authorized modifications thereof, which said bond was
13 executed and delivered as aforesaid in accordance with the provisions of an act of the
14 Legislature of the United States of America, dated August 24, 1935, 49 Stat. 793, as
15 amended (40 U.S.C. §§ 3131-3313). Plaintiff has submitted to the Jet Propulsion Laboratory
16 a request for said bond and contract and will produce these documents immediately upon
17 plaintiff's receipt

18
19 14. During the course of the performance and prosecution of this public work, and under and by
20 virtue of the JPL Contract, and from on or about February 2, 2007, until on or about January
21 16, 2008, United Rentals entered into a series of rental agreements ("Agreements") with
22 defendant Phoenix Construction, the material terms of which were that plaintiff agreed to and
23 did furnish to defendants certain materials, equipment, fuels and services, (collectively,
24 "Equipment"), and defendant agreed to pay for same. (Accurate copies of the face pages of
25 the Agreements and summary of the Agreements is attached hereto as **EXHIBIT "1"**.) The
26 Agreements incorporated the terms of a Credit Application ("United Rentals Credit
27 Application") executed by Phoenix Construction and/or its representatives, which provided,
28 among other things, for the recovery of attorneys fees, reasonable court costs, late charges,

1 service fees and or interest upon the late payment or the failure to pay any of the Agreements.
2 (An accurate copy of the face page of the Credit Application is attached hereto as **EXHIBIT**
3 **"2"**.)
4

5 15. The Equipment furnished by United Rentals for the prosecution of the JPL Improvement was
6 and is reasonably worth the sum of not less than TWENTY-FOUR THOUSAND FOUR
7 HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), plus interest
8 according to proof.
9

10 16. Within ninety (90) days from the date on which United Rentals furnished the last of the
11 Equipment for which its claim hereunder is made, United Rentals gave written notice to
12 defendant Phoenix Construction, stating with substantial accuracy the amount claimed and
13 the name of the party to whom the materials were furnished, which said notice was served
14 on defendant.
15

16 17. More than ninety (90) days have elapsed since the date on which the Equipment was
17 furnished to defendant and there is now due, owing and unpaid to United Rentals the sum
18 of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE
19 DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), plus interest according to proof, plus
20 costs and reasonable attorneys, fees.
21

22 18. The Equipment furnished by use plaintiff United Rentals in the prosecution of the JPL
23 Improvement, were and are reasonably worth the sum of not less than TWENTY-FOUR
24 THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS
25 (\$24,494.67), after deducting all just credits and offsets, and the same has not been paid,
26 neither the whole nor any part thereof.
27
28

SECOND CLAIM FOR RELIEF

(Breach of Contract against Defendant Phoenix Construction)

19. United Rentals realleges and incorporates herein by reference the applicable allegations of paragraphs 1 through 18, inclusive, of this Complaint.

20. Pursuant to the Agreements between United Rentals and defendant Phoenix Construction, United Rentals furnished Equipment to defendant and has fully performed all the terms and conditions on its part to be performed pursuant to the Agreements.

21. Although demand has been made therefor, defendant has failed and refused to pay any of the amounts owed to United Rentals for the Equipment to Phoenix Construction by United Rentals under the Agreements, in breach of the Agreements.

22. As a result of defendant's breach of the Agreements, United Rentals has been damaged in the sum of at least TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), plus interest according to proof, plus costs and reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF

(For Services Rendered against Defendant Phoenix Construction)

23. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1 through 22 of this complaint, inclusive.

23. Within the last four years, defendant Phoenix Construction became indebted to plaintiff in the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), for Equipment furnished by plaintiff to

1 defendant at the special instance and request of defendant, for which Phoenix Construction
2 agreed to pay plaintiff the above sum.

- 3
4 24. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and
5 there is now due, owing and unpaid from Phoenix Construction to plaintiff the sum of not less
6 than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-
7 SEVEN CENTS (\$24,494.67), together with interest thereon at the highest legal rate
8 according to proof plus reasonable attorneys' fees and costs.

9
10 **FOURTH CLAIM FOR RELIEF**

11 **(For Account Stated against Defendant Phoenix Construction)**

- 12
13 25. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1
14 through 24 of this complaint, inclusive.

- 15
16 26. Within the last four years, an account was stated in writing by and between plaintiff and
17 defendant Phoenix Construction wherein it was agreed that Phoenix Construction was
18 indebted to plaintiff in the sum of not less than TWENTY-FOUR THOUSAND FOUR
19 HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), for materials,
20 equipment, fuels and services furnished by plaintiff to Phoenix Construction at the special
21 instance and request of Phoenix Construction for which Phoenix Construction agreed to pay
22 plaintiff the above sum.

- 23
24 27. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and
25 there is now due, owing and unpaid from Phoenix Construction to plaintiff the sum of not less
26 than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-
27 SEVEN CENTS (\$24,494.67) together with interest thereon at the highest legal rate according
28 to proof plus reasonable attorneys' fees and costs.

FIFTH CLAIM FOR RELIEF

(Open Book Account against Defendant Phoenix Construction)

28. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1 through 27 of this complaint, inclusive.
29. Within the last four years, defendant Phoenix Construction became indebted to plaintiff on an open book account for money due in the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67) for Equipment furnished by plaintiff to defendant at the special instance and request of Phoenix Construction for which Phoenix Construction agreed to pay plaintiff the above sum, plus interest thereon at the highest legal rate per annum, and reasonable attorneys' fees and costs.
30. Neither the whole nor any part of the above sum has been paid, although demand has been made therefor, and there is now due, owing and unpaid from Phoenix Construction to plaintiff the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), together with interest thereon at the highest legal rate according to proof plus reasonable attorneys' fees and costs.

SIXTH CLAIM FOR RELIEF

(Recovery on Contractor's License Bond Against Defendants

Western Surety and Phoenix Construction)

31. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1 through 30 of this complaint, inclusive.

1 32. As more fully alleged herein, defendant Phoenix Construction agreed to construct the JPL
2 Improvement.

3
4 33. During the course of the performance and prosecution of this public work, and under and by
5 virtue of the JPL Contract, and from on or about February 2, 2007, until on or about January
6 16, 2008, United Rentals entered into the Agreements with defendant Phoenix Construction,
7 the material terms of which were that plaintiff agreed to and did furnish to defendants certain
8 Equipment, and defendant agreed to pay for same. (Accurate copies of the face pages of the
9 Agreements and summary of the Agreements is attached hereto as **EXHIBIT "1"**.) The
10 Agreements incorporated the terms of a United Rentals Credit Application executed by
11 Phoenix Construction, which provided, among other things, for the recovery of attorneys fees,
12 reasonable court costs, late charges, service fees and or interest upon the late payment or the
13 failure to pay any of the Agreements. (An accurate copy of the face page of the United
14 Rentals Credit Application is attached hereto as **EXHIBIT "2"**.)

15
16 34. Despite demand therefore, Phoenix Construction failed and continues to fail to pay to United
17 Rentals the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED
18 NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67) for the equipment,
19 materials and services furnished by United Rentals to defendants for their use.

20
21 35. Upon the application of defendant Phoenix Construction, license no. 688023, to the Registrar
22 of Contractors of the Contractors' State License Board of the Department of Professional and
23 Vocational Standards of the State of California for a contractor's license or renewal thereof,
24 and in accordance with the provisions of Section 7071.6 of the *Business and Professions Code*
25 of the State of California, said defendants filed with said Registrar a bond issued by Western
26 Surety, bond no. 14776232, in the sum of \$12,500.00 conditioned upon full compliance by
27 defendant Phoenix Construction with all of the provisions of Division 3, Chapter 9 of the
28

1 *Business and Professions Code* of the State of California, and inuring to the benefit of any
2 person damaged as a result of a violation of said Chapter by said defendant licensees.

3
4 36. In connection with the construction of the JPL Improvement by defendant Phoenix
5 Construction, defendant failed to comply with the provisions of Division 3, Chapter 9 of the
6 *Business and Professions Code* in that defendant diverted funds received for the completion
7 of said specific construction projects and/or failed substantially to account for the application
8 or use of such funds and failed to pay for the materials furnished by United Rentals therefor
9 as aforesaid, in violation of Sections 7108 and 7120 of the California *Business and*
10 *Professions Code*, and plaintiff has been damaged as a result thereof in an amount exceeding
11 the penal sum of said bond as alleged.

12
13 37. United Rentals now seeks the sum of these defendants' penal bond, in an amount not less than
14 TWELVE THOUSAND DOLLARS (\$12,500.00), together with interest according to proof,
15 plus costs of collection including reasonable attorneys' fees.

16
17 **SEVENTH CLAIM FOR RELIEF**

18 **(Breach of Personal Guaranty Against defendant Girard)**

19
20 38. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1
21 through 37 of this complaint, inclusive.

22
23 39. On or about April 15, 1992, defendants Phoenix Construction and Girard executed the United
24 Rentals Credit Application. Concurrently with the execution of the United Rentals Credit
25 Application, defendant Girard agreed, in writing, to unconditionally guarantee (the "United
26 Rentals Personal Guarantee Agreement") the full and prompt payment to plaintiff of all
27 current and future indebtedness, obligations and liabilities owing from Phoenix Construction.
28 (See, **EXHIBIT "2"**.) Further, on or about May 28, 1997, defendants Phoenix Construction

1 and Girard executed another credit application (the "Able Equipment Credit Application").
2 Concurrently with the execution of the Able Equipment Credit Application, defendant Girard
3 agreed, in writing, to unconditionally guarantee (the "Able Equipment Personal Guarantee
4 Agreement") the full and prompt payment to Able Equipment Rental Company ("Able
5 Equipment") of all current and future indebtedness, obligations and liabilities owing from
6 Phoenix Construction. (See, **EXHIBIT "3"**.) United Rentals is the successor-in-interest to
7 Able Equipment. Thereafter, defendant Phoenix Construction became indebted to plaintiff
8 in the amount of TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE
9 DOLLARS SIXTY-SEVEN CENTS (\$24,494.67). Despite demand therefore, defendant
10 Girard has refused to pay, and continue to refuse to pay such indebtedness to plaintiff as
11 requested.

12
13 40. Despite demand therefore, defendant Girard failed and continues to fail to honor the United
14 Rentals Personal Guarantee Agreement, failed and continued to fail to honor the Able
15 Equipment Personal Guarantee Agreement, and failed and continues to fail to pay to United
16 Rentals the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED
17 NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67) for the equipment,
18 materials and services furnished by United Rentals to defendants for their use.

19
20 41. Pursuant to the terms of the Agreements, the United Rentals Personal Guarantee Agreement,
21 and the Able Personal Guarantee Agreement, defendants also promised to pay a service charge
22 and costs of collection, including reasonable attorneys' fees.

23
24 42. Plaintiff has fully performed all the terms and conditions on its part to be performed pursuant
25 to the Agreements, the United Rentals Personal Guarantee Agreement and the Able
26 Equipment Personal Guarantee Agreement.

1 43. Although demand has been made therefor, defendant Girard has failed, neglected and refused
2 to pay any of the amounts owed to plaintiff, in breach of the Agreement and the Personal
3 Guarantee Agreement.

4
5 44. As a result of defendants' breach of the Agreements, the United Rentals Personal Guarantee
6 Agreement and the Able Equipment Personal Guarantee Agreement., plaintiff has been
7 damaged in the sum of not less than TWENTY-FOUR THOUSAND FOUR HUNDRED
8 NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67), together with interest
9 thereon at the highest legal rate according to proof plus reasonable attorneys' fees and costs.

10
11 **PRAYER**

12
13 **THEREFORE**, use plaintiff United Rentals Northwest, Inc. prays for judgment as follows:

14
15 **AS TO THE FIRST CLAIM FOR RELIEF:**

- 16 1. Against Phoenix Construction and Contractors Bonding, jointly and severally, in the sum
17 of no less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE
18 DOLLARS SIXTY-SEVEN CENTS (\$24,494.67).
19 2. For interest thereon according to proof;
20 3. For costs of suit incurred herein;
21 4. For reasonable attorneys' fees; and,
22 5. For such other and further relief as the Court deems just and proper.

23
24 **AS TO THE SECOND THROUGH FIFTH CLAIMS FOR RELIEF**

- 25 1. Against Phoenix Construction, the sum of no less than TWENTY-FOUR THOUSAND
26 FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67);
27 2. For interest thereon according to proof;
28 3. For costs of suit incurred herein;

4. For reasonable attorneys' fees; and,
5. For such other and further relief as the Court deems just and proper.

AS TO THE SIXTH CLAIM FOR RELIEF:

1. For judgment against defendants Western Surety and Phoenix Construction, jointly and severally, for the sum of not less than TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00);
2. For interest thereon according to proof;
3. For costs of suit incurred herein;
4. For reasonable attorneys' fees;
5. For such other relief as the Court deems just and proper.

AS TO THE SEVENTH CLAIM FOR RELIEF:

1. For judgment against defendant Girard in the sum of no less than TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS SIXTY-SEVEN CENTS (\$24,494.67).
2. For interest thereon according to proof;
6. For costs of suit incurred herein;
7. For reasonable attorneys' fees;
8. For such other relief as the Court deems just and proper.

Dated: July 31, 2008

URTNOWSKI & ASSOCIATES, P.C.

By:


J. Brian Urtnowski

Attorneys for United Rentals Northwest, Inc.

Customer Invoice Inquiry

Comp: 01
Page: 12/06/08 11:01:44
System: UNITEDStatus: H Total \$: 24495.67
Cust #: 683293
Open: Y Paid: N
PHOENIX CONST SVCS RIVERSIDE Phone: 951-781-4949

<--- Filters

Invoice #	Date	Loc	ST	Balance	Type	Job Location	P.O. #	Signature
62576436-001	2/02/07	510	OP	251.40	W	4800 OAK GROVE DRIVE,	1011278	
64663079-001	5/26/07	510	PP	228.30	R	4800 OAK GROVE DRIVE,	306	
65413353-001	6/07/07	551	OP	1959.00	R	4800 OAK GROVE DRIVE,	306	
65763662-001	6/20/07	502	OP	836.85	R	4800 OAKGROVE DRIVE, PASADEN	356	KEVIN
65722808-002	6/21/07	502	OP	764.54	R	4800 OAKGROVE DRIVE, PASADEN	264	
66202255-001	6/28/07	502	OP	290.94	R	4800 OAK GROVE DRIVE, PASADE	384 JOB#384	
66311573-002	7/06/07	502	OP	313.67	R	4800 OAKGROVE DRIVE, PASADEN	360	KEVIN
6630617-001	7/06/07	502	OP	475.68	R	4800 OAK GROVE DRIVE,	PO# 306 J# 306	
66450031-001	7/06/07	502	OP	753.91	W	2 - JPL - JPL	306	
66460597-001	7/12/07	502	OP	550.00	R	4800 OAKGROVE DRIVE, PASADEN	000050	KEVIN
66166064-001	7/15/07	502	OP	3297.79	R	4800 OAKGROVE DRIVE, PASADEN	306	KEVIN
66175784-001	7/16/07	502	OP	2558.25	R	4800 OAKGROVE DRIVE, PASADEN	306	
66166064-002	7/17/07	502	OP	166.31	R	4800 OAKGROVE DRIVE, PASADEN	306	KEVIN
6429536-001	7/17/07	502	OP	1780.44	R	4800 OAK GROVE DRIVE,	PO# 306 J# 306	PAT
66636481-003	7/20/07	510	OP	2073.64	R	24490 TABLE MOUNTAIN ROAD, W	JPL378	
66738360-001	7/26/07	502	OP	313.67	R	4800 OAK GROVE DRIVE, PASADE	306	
66995014-001	7/30/07	502	OP	753.91	W	4800 OAKGROVE DRIVE, PASADEN	397	
66960868-001	8/03/07	502	OP	541.30	R	4800 OAKGROVE DRIVE, PASADEN	412	
67069985-001	8/07/07	502	OP	313.67	R	4800 OAK GROVE DRIVE, PASADE	415	
67185443-001	8/07/07	502	OP	276.87	R	4800 OAK GROVE DRIVE, PASADE	420	
67204965-001	8/13/07	502	OP	524.34	R	4800 OAK GROVE DRIVE, PASADE	360	
67295275-001	8/13/07	502	OP	786.10	R	4800 OAK GROVE DRIVE, PASADE	72	
67379051-001	8/14/07	502	OP	563.99	R	4800 OAKGROVE DRIVE, PASADEN	415	
67475851-001	8/18/07	502	OP	231.67	R	4800 OAKGROVE DRIVE, PASADEN	214	
67603614-001	8/20/07	502	OP	326.67	R	4800 OAKGROVE DRIVE, PASADEN	360	
67603547-001	8/23/07	502	OP	507.19	R	4800 OAK GROVE DRIVE,	360	
67639264-001	8/23/07	502	OP	115.83	R	4800 OAK GROVE DRIVE,	360	
66636481-004	8/24/07	510	OP	608.46	R	24490 TABLE MOUNTAIN ROAD, W	JPL378	
67701365-001	8/27/07	510	OP	31.30	R	CK#10844 082007		
67809620-001	8/29/07	502	OP	521.85	R	4800 OAK GROVE DRIVE,	446	
67937051-001	9/06/07	502	OP	313.67	R	4800 OAK GROVE DRIVE,	449	
68354380-001	9/24/07	502	OP	521.88	R	4800 OAK GROVE DRIVE, PASADE	360	
68536812-001	9/28/07	502	OP	382.14	R	4800 OAK GROVE DRIVE, PASADE	364	
69071201-001	10/18/07	502	OP	374.30	R	4800 OAK GROVE DRIVE, PASADE	505	
69071201-001	10/18/07	502	OP	397.91	R	4800 OAK GROVE DRIVE, PASADE	364	
68817750-001	10/24/07	502	OP	756.21	W	4800 OAK GROVE DRIVE, PASADE	501	
69186161-001	10/26/07	502	OP	342.90	R	SEAL BEACH BLVD & WESTMINIST	435541	
69500110-001	10/31/07	550	OP	54.14	R	BLDG 560, YERMO	184605	DEBBIE REAVES
65387178-008	12/23/07	510	OP	711.16	R	BLDG 560, YERMO	184605	DEBBIE REAVES
65387178-009	1/16/08	510	OP	711.16	R			
Total Current Balance:				24495.67				
Total # of records:				40				



Job Site

YERMO MARINE BASE

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer #... 683293
Invoice#.... 62576436-001
Date..... 2/02/07
Job Loc..... YERMO MARINE BASE
Job No.....
P.O. #..... 1011278
Authorized..
Received on. 2/02/07
Finished on. 2/02/07
Last con/cus 66224540/ 935083
Written by.. UR510BM

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

EQUIP #	Make	Model	Serial #	Description			
183976	SKYTRAK	8042	T0945A6387	FORKLIFT VAR REACH 8			
Hr Meter:	1817.400			Cat/Class 233-1370			
Work To Be Done							
TIRE REPAIR LEFT FRONT							
PARTS:							
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended
1	TR	TIRE REPAIR	MCI		EA	250.100	250.10
1	ENV	ENVIRONMENTAL CHARGE	MCI		EA	1.200	1.20
Total Parts & Materials							251.30
Tax							.10
Total Amount							251.40

Copy

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.
WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.
THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.
CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



United Rentals
Trench Safety

LOCATION #B68
1211 WEST ORANGE GROVE AVENUE
PASADENA, CA 91502
818-566-7785
818-566-7104 FAX

Case 3:08-cv-01389-1211 WEST ORANGE GROVE AVENUE Filed 07/31/2008 Page 17 of 68

Page: 1

4 WEEK BILLING INVOICE

** COPY **

Job Site

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 64663079-001
Invoice date 5/26/07
Date out.... 5/01/07 9:00 AM
Billed thru. 5/29/07

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 306
Ordered By.. KEVIN
Written by.. CYCLE BILL
Salesperson. 99
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122



Qty	Equipment #	Min	Day	Week	4 Week	Amount
4	KIT:5' SHORE 52-88" CYL	45.32	11.00	45.32	135.96	543.84
1	HAND PUMP FOR SHORING	24.00	6.00	24.00	72.00	72.00
1	RELEASE TOOL 48IN	4.00	1.00	4.00	16.00	16.00
2	FIN BOARD 4X8	15.44	3.86	15.44	46.31	92.62
	DELIVERY CHARGE					75.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750

Sub-total: 799.46

Tax: 65.97
Total: 865.43

BILLED FOR FOUR WEEKS 5/01/07 THRU 5/29/07 09:00 AM
RENTAL PROTECTION DECLINED

COPY

***ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 65413353-001
Invoice date 6/07/07
Date out.... 5/30/07 7:30 AM
Date in..... 6/04/07 12:17 PM

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 306
Ordered By.. KEVIN
Written by.. UR551AR
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE BREAKER LARGE * 519397 Make: UB Model: UB303 Ser #: 50299	312.00	312.00	1226.00	3360.00	1226.00
1	RAMMER LG 29-3600 LBS/BLOWS * 774642 Make: BOMAG Model: BT60/4 Ser #: 101540367382	54.00	89.00	392.00	1176.00	392.00
SALES ITEMS:						
Qty	Item number	Stock class	Unit		Price	Amount
1	ENV	MCI	EA		7.760	7.76
	ENVIRONMENTAL CHARGE					
.21	UM: (EA) EACH	MCI	EA		5.980	1.26
	GAS					
	GAS					
	UM: (EA) EACH					
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00
JPL 4800 OAK GROVE DRIVE PASADENA MP 535 E-5 KEVIN (951)538-3750						Sub-total: 1815.76 Fuel: 1.26 Tax: 141.98 Total: 1959.00

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

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RENTAL RETURN INVOICE

** COPY **

Job Site

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507



Customer.... 683293
Invoice #... 65763662-001
Invoice date 6/20/07
Date out.... 6/12/07 6:00 AM
Date in..... 6/15/07 8:34 AM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 356
Ordered By.. KEVIN
Written by.. UR50200
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 471445 Make: JLG Model: 450AJ Ser #: 0300069562 HR OUT: 882.70 HR IN: 886.40 TOTAL: 3.70 45'artic boomlift subbing for 40'strght. 1 fire exting ***Ur502/unit***** 1 manaul 1/key 86 prop/tnk.	269.00	269.00	998.00	2790.00	538.00
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	2.580	2.58	
9	GAS GAS UM: (EA) EACH	MCI	EA	5.980	53.82	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT KEVIN 951 538 3750
Bldng# 230

Sub-total: 730.58
Fuel: 53.82
Tax: 52.45
Total: 836.85

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 2:08-cv-01388-CPB Document 1
LOCATION #502
2516 EAST FIBERSTONE BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

Page: 1
Filed 07/31/2008 Page 21 of 13
RENTAL RETURN INVOICE
** COPY **

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 65722808-002
Invoice date 6/21/07
Date out.... 6/11/07 7:00 AM
Date in.... 6/20/07 12:36 PM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 264
Ordered By.. KEVIN
Written by.. UR50200
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	SCISSOR 19FT ELEC MINI * 259261 Make: JLG Model: 1932E2 Ser #: 0200085537 HR OUT: 338.70 HR IN: 342.10 TOTAL: 3.40 In pdng/dmg/revw/safety insp. possible new damage to safety rails. missing cover for power box.	126.00	126.00	395.00	975.00	521.00

SALES	ITEMS:	Stock class	Unit	Price	Amount
Qty	Item number	MCI	EA		
1	ENVIRONMENTAL CHARGE UM: (EA) EACH			2.500	2.50
	DELIVERY CHARGE				95.00
	PICKUP CHARGE				95.00

CONTACT: KEVIN 951 538 3750

Sub-total: 713.50
Tax: 51.04
Total: 764.54

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66202255-001
Invoice date 6/28/07
Date out.... 6/27/07 6:00 AM
Date in..... 6/27/07 9:38 AM
Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... 384 JOB#384
Ordered By.. KEVIN
Written by.. UR50200
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122



Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	LIFT MATERIAL 24-25 FT 0-400L 768521 Make: GENIE Model: SLC24 Ser #: SLC05-32499 Complete ***Ur502/unit*****	86.00	86.00	323.00	882.00	86.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MAP PG 535 E-4 KEVIN 951 538-3750

Sub-total: 276.00
Tax: 14.94
Total: 290.94

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CAB Document 1-1
LOCATION #502
4441 EAST PINE AVE
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

Page: 1
File: 07/31/2008 Page 22 of 68
RENTAL RETURN INVOICE
** COPY **

JOB SITE

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

CUSTOMER

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507



Customer.... 683293
Invoice #... 66311573-002
Invoice date 7/06/07
Date out.... 7/02/07 7:00 AM
Date in..... 7/02/07 1:02 PM
Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 360
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 693462 Make: SB PWRTOOL Model: 11304 Ser #: 487000144 Complete ***Ur502/unit*****	85.00	85.00	340.00	950.00	85.00
1	MOIL POINT 1-1/8 IN X 6 IN	11.00	11.00	43.00	75.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT KEVIN (951) 538 3750

Sub-total: 297.00
Tax: 16.67
Total: 313.67

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

LOCATION #502
1609 EAST BOSTON BLVD
PASADENA, CA 90241
2-861-0978
562-861-4489 FAXRENTAL RETURN INVOICE
** COPY **

Page: 1

Job Site

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507Customer.... 683293
Invoice #... 66390617-001
Invoice date 7/06/07
Date out.... 7/05/07 7:00 AM
Date in..... 7/05/07 1:39 PM
Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... PO# 306 J# 306
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 DaysPLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	MINI EXCAVATOR 7500-9199# * 556053 Make: TAKEUCHI Model: TB135 Ser #: 13513781 HR OUT: 1629.90 HR IN: 1630.60 TOTAL: .70 Complete w/ ***ur502/unit***** 1 fire exting 1 manual 1/key	250.00	250.00	950.00	2710.00	250.00
1	BACKHOE BUCKET 12IN Note: 12" mini excavator bucket*****					N/C
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price		Amount
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.200		1.20
1	DSL DIESEL UM: (EA) EACH	MCI	EA	5.470		5.47
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750Sub-total: 441.20
Fuel: 5.47
Tax: 29.01
Total: 475.68

RENTAL PROTECTION DECLINED

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 562-861-0978

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer #.. 683293
Invoice#.... 66450031-001
Date..... 7/06/07
Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 306
Authorized.. KEVIN (951) 538-3750
Received on. 7/06/07
Finished on. 7/06/07
Last con/cus 69587796/ 274428
Written by.. UR502EH

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

EQUIP #	Make	Model	Serial #	Description
520616	JOHN DEERE	310G	T0310GX918444	BACKHOE/LOADER 60-90 Cat/Class 902-1100
Hr Meter: 2067.400 Work To Be Done Service Call				

WORK PERFORMED:

ON 7/2/07 @ 1:21PM CUSTOMER (KEVIN) CALLED IN TO NOTIFY OSCAR THAT HE NEEDED THE RIGHT REAR TIRE REPLACED. THERE WAS A CUT ON THE SIDEWALL. HE SAID TO CALL PAT (951) 538-7486 FOR TIRE SIZE. OSCAR NOTIFIED CORY AND CORY DISPATCHED G&E TO JOBSITE TO REPLACE TIRE. REFER TO PO #502-667845M
REFER TO G&E INVOICE #56975

PARTS:

Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended
1	TR	TIRE REPAIR	MCI		EA	750.000	750.00
		TO INCLUDE SERVICE CALL FEE, FUEL					
1	ENV	SURCHARGE, LABOR & NEW TIRE ENVIRONMENTAL CHARGE	MCI		EA	3.600	3.60

COMPLAINT:

REQUESTING NEW REAR TIRE.

CAUSE:

CUT ON THE SIDEWALL OF TIRE

CORRECTION:

TIRE SERVICE REPLACED TIRE WITH NEW ONE.

Total Parts & Materials 753.60
Tax .31
Total Amount 753.91

IMPORTANT - PLEASE READ CAREFULLY CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.
WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.
THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.
CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site
Customer

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66460597-001
Invoice date 7/12/07
Date out.... 7/09/07 7:00 AM
Date in..... 7/09/07 8:20 AM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 000050
Ordered By.. KEVIN
Written by.. UR50200
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 916812 Make: GENIE Model: Z45/25 Ser #: Z452507-31459 HR OUT: 336.00 HR IN: 336.00 1 day final rental invoice in missing 1 manual	283.00	283.00	1097.00	2845.00	283.00
1	PROPANE TANK 10 FORKLIFT * W/boomlift *****full*****					N/C
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.350	1.35	
1	GAS GAS UM: (EA) EACH	MCI	EA	5.980	5.98	
1	MDSE MISCELLANEOUS MERCHANDISE SALES UM: (EA) EACH Missing manual.	MCI	EA	35.000	35.00	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT KEVIN 951 538 3750

Sub-total: 509.35
Fuel: 5.98
Tax: 34.67
Total: 550.00

RENTAL PROTECTION DECLINED

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CA3
LOCATION #502
440 EAST FIRST ST
PASADENA, CA 92241
562-861-0978
562-861-4489 FAX

Page: 1
4 WEEK BILLING INVOICE
** COPY **

Job Site

Customer

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66166064-001
Invoice date 7/15/07
Date out.... 6/26/07 7:00 AM
Billed thru. 7/24/07

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 306
Ordered By.. KEVIN
Written by.. CYCLE BILL
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 520616 Make: JOHN DEERE Model: 310G Ser #: T0310GX918444 HR OUT: 2067.40 HR IN: TOTAL: 2067.40 1 fire exting ***ur502/unit***** 1 manual 1/key	250.00	250.00	950.00	2850.00	2850.00
1	BACKHOE BUCKET 24IN					N/C
SALES Qty	ITEMS: Item number 1 ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	Stock class MCI	Unit EA	Price 13.680		Amount 13.68
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT KEVIN 951 538 3750

Sub-total: 3053.68
Tax: 244.11
Total: 3297.79

BILLED FOR FOUR WEEKS 6/26/07 THRU 7/24/07 07:00 AM
RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-L-CAB Document 1
9606 EAST FIRESTONE BLVD
WENY, CA 90241
-861-0978
562-861-4489 FAX

4 WEEK BILLING INVOICE
Page 1 of 68
** COPY **

Job Site

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66175784-001
Invoice date 7/16/07
Date out.... 6/26/07 9:15 AM
Billed thru. 7/24/07

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 306
Ordered By.. KEVIN
Written by.. CYCLE BILL
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	RAMMER LG 29-3600 LBS/BLOWS * 904704 Make: MULTIQUIP Model: MT65HA Ser #: P-9643	89.00	89.00	392.00	1176.00	1176.00
1	RAMMER LG 29-3600 LBS/BLOWS * 560679 Make: WACKER Model: BS700 Ser #: 5421056	89.00	89.00	392.00	1176.00	1176.00
SALES Qty	ITEMS: Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	11.280	11.28	

CONTACT 951 538 3750

Sub-total: 2363.28
Tax: 194.97
Total: 2558.25

BILLED FOR FOUR WEEKS 6/26/07 THRU 7/24/07 09:15 AM
RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66166064-002
Invoice date 7/17/07
Date out.... 6/26/07 7:00 AM
Date in..... 7/16/07 11:58 AM
Last billed. 7/24/07
Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 306
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 520616 Make: JOHN DEERE Model: 310G Ser #: T0310GX918444 HR OUT: 2067.40 HR IN: 2088.60 TOTAL: 21.20 1 fire exting ***ur502/unit***** 1 manual 1/key	250.00	250.00	950.00	2850.00	N/C
1	BACKHOE BUCKET 24IN					N/C
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
27	DSL DIESEL UM: (EA) EACH	MCI	EA	5.690	153.63	
CONTACT KEVIN 951 538 3750					Fuel:	153.63
					Tax:	12.68
					Total:	166.31
FINAL BILL: 7/24/07 07:00 AM THRU 7/16/07 11:58 AM. RENTAL PROTECTION DECLINED						

COPY

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X

CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CAB Document 1
LOCATION #304
9500 EAST FIRESTONE BLVD
PASADENA, CA 92311
861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
** COPY **

Job Site

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66429536-001
Invoice date 7/17/07
Date out.... 7/06/07 7:00 AM
Date in..... 7/16/07 11:58 AM

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... PO# 306 J# 306
Ordered By.. PAT
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	MINI EXCAVATOR 3000-3999# 848757 Make: TAKEUCHI Model: TB016 Ser #: 11610935 HR OUT: 300.70 HR IN: 314.90 TOTAL: 14.20 ***** ur551/unit ***** complete.	220.00	220.00	795.00	2100.00	1455.00
1	MINI EXCAVATOR BUCKET 12IN ***** Ur551/unit *****					N/C
SALES	ITEMS:	Stock class	Unit	Price	Amount	
Qty	Item number	MCI	EA	6.980	6.98	
1	ENVIRONMENTAL CHARGE					
	UM: (EA) EACH					95.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					
	JPL 4800 OAK GROVE DRIVE PASADENA MP 535 E-5 KEVIN (951) 538-3750			Sub-total:	1651.98	
				Tax:	128.46	
				Total:	1780.44	

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

JPL
24490 TABLE MOUNTAIN ROAD
WRIGHTWOOD, CA 92397

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 66636481-003
Invoice date 7/20/07
Date out.... 7/16/07 12:30 PM
Date in..... 7/19/07 8:00 AM

Job Loc..... 24490 TABLE MOUNTAIN ROAD, WR
Job No..... 4 - JPL - JPL - JPL
P.O. #..... JPL378
Ordered By.. KEVIN
Written by.. UR510DF
Salesperson. 6499
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 746209 Make: JOHN DEERE Model: 310G Ser #: T0310GX949462 HR OUT: 182.70 HR IN: 187.50 TOTAL: 4.80	250.00	250.00	950.00	2850.00	750.00
1	BACKHOE BUCKET 18IN					N/C
1	BACKHOE BREAKER LARGE * 620425 Make: KENT Model: KF6 Ser #: 5275	312.00	312.00	1226.00	3360.00	936.00
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV	MCI	EA	8.090	8.09	
	ENVIRONMENTAL CHARGE					
8.1	FUEL	MCI	EA	5.830	47.22	
	FUEL FOR ABOVE RENTAL UNIT					
	UM: (EA) EACH					
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

MEET PAT AT 6:30AM AT MCDONALD'S OFF
THE 15FRWY AND 138. CALL PAT WHEN YOU
ARRIVE AT (951) 538-7486

Sub-total: 1884.09
Fuel: 47.22
Tax: 142.33
Total: 2073.64

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-LAB Document 1
3606 EAST FIRESTONE BLVD
PASADENA, CA 91101
-861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
Page 31 of 63
** COPY **

Job Site

Customer

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 66738360-001
Invoice date 7/26/07
Date out.... 7/18/07 7:00 AM
Date in..... 7/19/07 1:07 PM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... JPL
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 693463 Make: SB PWRTOOL Model: 11304 Ser #: 487000141	51.00	85.00	340.00	950.00	85.00
1	MOIL POINT 1-1/8 IN X 6 IN	11.00	11.00	43.00	75.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00
DELIVERY CHARGE						95.00
PICKUP CHARGE						95.00
JPL 4800 OAK GROVE DRIVE PASADENA MAP PG 535 E-4 KEVIN 951 538-3750					Sub-total:	297.00
					Tax:	16.67
					Total:	313.67
RENTAL PROTECTION DECLINED Credit of .00 hrs						

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

4800 OAKGROVE DR PASADENA

C#: 951-781-4949 J#: 562-861-0978

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer #.. 683293
Invoice#.... 66995014-001
Date..... 7/26/07
Job Loc..... 4800 OAKGROVE DR PASADENA
Job No.....
P.O. #..... 306
Authorized.. KEVIN
Received on. 7/26/07
Finished on. 7/26/07
Last con/cus 69587796/ 274428
Written by.. UR502CJ

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

EQUIP #	Make	Model	Serial #	Description			
520616	JOHN DEERE	310G	T0310GX918444	BACKHOE/LOADER 60-90			
Hr Meter:	2088.600			Cat/Class 902-1100			
Work To Be Done							
CREDIT INV. #66450031 PER DEXTER POSTON							
PARTS:							
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended
1-	TR	TIRE REPAIR	MCI		EA	750.000	750.00-
1-	ENV	ENVIRONMENTAL CHARGE	MCI		EA	3.600	3.60-
Total Parts & Materials							753.60-
Tax							.31-
Total Amount							753.91-

Copy

IMPORTANT - PLEASE READ CAREFULLY CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.
WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.
THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.
CUSTOMER ACKNOWLEDGES THAT HE HAS RECIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CABT Document 1
LOCATION #502
9605 CABT FIRESTONE BLVD
DUBLIN, CA 90241
562-861-0978
562-861-4489 FAX

File 07/17/2008 Page 33 of 33
RENTAL RETURN INVOICE
** COPY **

Job Site
Customer

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 66960868-001
Invoice date 7/30/07
Date out.... 7/26/07 7:00 AM
Date in.... 7/27/07 11:00 AM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 397
Ordered By.. PAT
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 434071 Make: JLG Model: 450AJ Ser #: 0300068479 HR OUT: 1476.90 HR IN: 1479.70 TOTAL: 2.80	283.00	283.00	1097.00	2845.00	283.00
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.350	1.35	
3	GAS GAS UM: (EA) EACH	MCI	EA	5.980	17.94	
5	LPG PROPANE UM: (EA) EACH	MCI	EA	3.000	15.00	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT PAT 951 538 7486
***RES# 66956339 DB PY

Sub-total: 489.35
Fuel: 17.94
Tax: 34.01
Total: 541.30

RENTAL PROTECTION DECLINED
Credit of .00 hrs

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-2008 Document 1
LOCATION #502
9606 EAST FIRESTONE BLVD
DENV, CO 80241
303-861-0978
562-861-4489 FAX

Filed 11/12/08 Page 34 of 63
RENTAL RETURN INVOICE
** COPY **

Job Site
Customer

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67069985-001
Invoice date 8/03/07
Date out.... 7/31/07 7:00 AM
Date in..... 8/01/07 1:21 PM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 412
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 693464 Make: SB PWRTOOL Model: 11304 Ser #: 486001051	51.00	85.00	340.00	950.00	85.00
1	MOIL POINT 1-1/8 IN X 6 IN	11.00	11.00	43.00	75.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTACT KEVIN 951 781 4949
***RES# 67069746 DB FY

Sub-total: 297.00
Tax: 16.67
Total: 313.67

RENTAL PROTECTION DECLINED
Credit of .25 hrs

COPY

•ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-SCB Document 1 Filed 07/01/2008 Page 15 of 53
LOCATION #304
9400 EAST FIRESTONE BLVD
PASADENA, CA 91107
861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE

** COPY **

Job Site
Customer

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67185443-001
Invoice date 8/07/07
Date out.... 8/03/07 7:00 AM
Date in..... 8/03/07 10:55 AM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... 415
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 693462 Make: SB PWRTOOL Model: 11304 Ser #: 487000144	51.00	85.00	340.00	950.00	51.00
1	MOIL POINT 1-1/8 IN X 6 IN	11.00	11.00	43.00	75.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MAP PG 535 E-4 KEVIN 951 538-3750

Sub-total: 263.00

Tax: 13.87
Total: 276.87

***RES# 67177399 DB PY
RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CA Document 1
LOCATION #504
9400 EAST FIRESTONE BLVD
DUBLIN, CA 94568
861-0978
562-861-4489 FAX

File# 07/11/2008 Page 2 of 5
RENTAL RETURN INVOICE
** COPY **

Job Site

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67204965-001
Invoice date 8/07/07
Date out.... 8/06/07 6:00 AM
Date in..... 8/06/07 7:00 AM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... 420
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 936725 Make: JLG Model: 450AJ Ser #: 0300105887 HR OUT: 36.80 HR IN: 37.70 TOTAL: .90	283.00	283.00	1097.00	2845.00	283.00
SALES	ITEMS:					
Qty	Item number	Stock class	Unit		Price	Amount
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA		1.350	1.35
3	DSL DIESEL UM: (EA) EACH	MCI	EA		5.760	17.28
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MAP PG 535 E-4 KEVIN 951 538-3750

Sub-total: 474.35
Fuel: 17.28
Tax: 32.71
Total: 524.34

CONTACT: KEVIN 951 781 4949
DELIVER FRIDAY FOR MONDAY MORNING START
***RES# 67177285 DB PY
RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



LOCATION #502
9600 EAST FIRESTONE BLVD
DENV, CA 80241
-861-0978
562-861-4489 FAX

Case 3:08-cv-01389-LEAP Document 1 Filed 07/11/2008 Page 1 of 63

RENTAL RETURN INVOICE

** COPY **

Job Site

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 67295275-001
Invoice date 8/13/07
Date out.... 8/08/07 7:00 AM
Date in..... 8/09/07 6:45 AM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... 360
Ordered By... KEVIN
Written by... UR502RK1
Salesperson.. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 60FT-62FT IC ARTIC 4WD * 229752 Make: JLG Model: 600A Ser #: 0300051388 HR OUT: 2611.00 HR IN: 2615.00 TOTAL: 4.00	409.00	409.00	1554.00	4500.00	409.00
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.960	1.96	
23	DSL DIESEL UM: (EA) EACH	MCI	EA	5.760	132.48	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00
	JPL 4800 OAK GROVE DRIVE PASADENA MAP PG 535 E-4 KEVIN 951 538-3750				Sub-total: 600.96 Fuel: 132.48 Tax: 52.66 Total: 786.10	

***RES# 67283540 DB PY
RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CHB Document 1
LOCATION #502
9605 EAST FIRESTONE BLVD
DUBLIN, CA 90241
562-861-0978
562-861-4489 FAX

File# 01/31/2008 Page 28 of 33
RENTAL RETURN INVOICE
** COPY **

JOB SITE
Customer

JPL
4800 OAK GROVE DRIVE
MAP PG 535 E-4
PASADENA, CA 91101
C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 67379051-001
Invoice date 8/14/07
Date out.... 8/10/07 9:00 AM
Date in.... 8/14/07 7:00 AM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 3 - JPL - JPL - JPL
P.O. #..... 72
Ordered By.. KEVIN
Written by.. UR502PY
Salesperson.. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
						N/C
1	MOIL POINT 1-1/8 IN X 6 IN NO CHARGE, CUSTOMER DID NOT TAKE POINT					
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	43.00
1	ASPHALT CUTTER 1-1/8 IN X 6 I	11.00	11.00	43.00	86.00	43.00
1	DEMO HAMMER 60# ELECTRIC 708249 Make: SB PWRTOOL Model: 11304K Ser #: 490000582	51.00	85.00	340.00	950.00	340.00
	DELIVERY CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MAP PG 535 E-4 KEVIN 951 538-3750

Sub-total: 521.00
Tax: 42.99
Total: 563.99

RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-AB Document 1
LOCATION #304
9506 EAST FIRESTONE BLVD
PASADENA, CA 92241
861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
** COPY **

Job Site

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67475851-001
Invoice date 8/18/07
Date out.... 8/14/07 7:00 AM
Date in..... 8/16/07 7:00 AM
Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 415
Ordered By.. KEVIN
Written by.. UR502KM
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 708249 Make: SB PWRTOOL Model: 11304K Ser #: 490000582	51.00	85.00	340.00	950.00	170.00
1	CLOSED PER CARL.					
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	22.00
1	ASPHALT CUTTER 1-1/8 IN X 6 I	11.00	11.00	43.00	86.00	22.00

Sub-total: 214.00
Tax: 17.67
Total: 231.67

RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND. (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01383-LAB Document 1
LOCATION #304
3606 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
Filed 07/31/2008 Page 40 of 63
** COPY **

JPL
4800 OAKGROVE DRIVE
PASADENA, CA 91101

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 67603614-001
Invoice date 8/20/07
Date out.... 8/16/07 7:00 AM
Date in..... 8/17/07 11:00 AM

Job Loc..... 4800 OAKGROVE DRIVE, PASADENA
Job No..... 2 - JPL - JPL
P.O. #..... 214
Ordered By.. KEVIN
Written by.. UR515LWP
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 708249 Make: SB PWRTOOL Model: 11304K Ser #: 490000582	51.00	85.00	340.00	950.00	170.00
1	551 UNIT					
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	22.00
1	ASPHALT CUTTER 1-1/8 IN X 6 I	11.00	11.00	43.00	86.00	22.00
	PICKUP CHARGE					95.00
						Sub-total: 309.00
						Tax: 17.67
						Total: 326.67

RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON THE REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



LOCATION #002
9506 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

Job Site
Customer

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67603547-001
Invoice date 8/23/07
Date out.... 8/20/07 7:00 AM
Date in..... 8/20/07 2:24 PM

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 360
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 520616 Make: JOHN DEERE Model: 310G Ser #: T0310GX918444 HR OUT: 2114.20 HR IN: 2116.50 TOTAL: 2.30	250.00	250.00	950.00	2850.00	250.00
1	BACKHOE BUCKET 18IN					N/C
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price		Amount
1	ENVIRONMENTAL CHARGE	MCI	EA	1.200		1.20
6	DSL DIESEL	MCI	EA	5.760		34.56
	UM: (EA) EACH					
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JOBSITE CONTACT KEVIN (951) 538-3750

Sub-total: 441.20
Fuel: 34.56
Tax: 31.43
Total: 507.19

RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X
CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____
A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



9606 EAST FIRESTONE BLVD
SANTA ANA, CA 92701
561-61-0978
561-61-4489 FAX

RENTAL RETURN INVOICE

File # 08-cv-01389-1-0001 Document 1 Filed 07/31/2008 Page 42 of 63
** COPY **

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67639264-001
Invoice date 8/23/07
Date out.... 8/20/07 3:16 PM
Date in..... 8/21/07 7:00 AM
Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 360
Ordered By.. KEVIN-CARL CALLED IN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 708249 Make: SB PWRTOOL Model: 11304K Ser #: 490000582	51.00	85.00	340.00	950.00	85.00
1	ASPHALT CUTTER 1-1/8 IN X 6 I	11.00	11.00	43.00	86.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951) 538-3750

Sub-total: 107.00

Tax: 8.83
Total: 115.83

RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment. Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.
Customer Accepts () Customer Declines ()

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case: 08-cv-01383-CAB Document 1
11612 MARIPOSA AVENUE
HESPERIA, CA 92345
760-947-4810
760-947-5452 FAX

Filed 07/31/2008 Page 43 of 63
CREDIT MEMO
** COPY **

JPL
24490 TABLE MOUNTAIN ROAD
WRIGHTWOOD, CA 92397

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #.... 66636481-004
Invoice date 8/24/07
Date out.... 8/24/07 11:45 AM
Date in..... 8/24/07 11:45 AM

Job Loc..... 24490 TABLE MOUNTAIN ROAD, WR
Job No..... 4 - JPL - JPL - JPL
P.O. #..... JPL378
Ordered By.. KEVIN
Written by.. UR510RS1
Salesperson.. 6499
Credit Inv.. 66636481-003

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD * 746209 Make: JOHN DEERE Model: 310G Ser #: T0310GX949462	250.00	250.00	950.00	2850.00	250.00-
1	BACKHOE BREAKER LARGE 620425 Make: KENT Model: KF6 Ser #: 5275	312.00	312.00	1226.00	3360.00	312.00-
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENVIRONMENTAL CHARGE	MCI	EA	2.690	2.69-	
	UM: (EA) EACH					
	Reason: OVER BILLED DAYS CREDIT					

MEET PAT AT 6:30AM AT MCDONALD'S OFF
THE 15FRWY AND 138. CALL PAT WHEN YOU
ARRIVE AT (951) 538-7486

Sub-total: 564.69-
Tax: 43.77-
Total: 608.46-

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge, equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE, THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CAF Document 1
LOCATION 7504
9506 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-51-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
Filed 09/31/2008 Page 24 of 88
** COPY **

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 67701365-001
Invoice date 8/29/07
Date out.... 8/23/07 7:00 AM
Date in..... 8/23/07 3:13 PM

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 446
Ordered By.. KEVIN
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 916812 Make: GENIE Model: Z45/25 Ser #: Z452507-31459 HR OUT: 392.90 HR IN: 395.40 TOTAL: 2.50	283.00	283.00	1097.00	2845.00	283.00
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.350	1.35	
1	GAS GAS UM: (EA) EACH	MCI	EA	5.980	5.98	
3	LPG PROPANE UM: (EA) EACH	MCI	EA	3.000	9.00	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750

Sub-total: 483.35
Fuel: 5.98
Tax: 32.52
Total: 521.85

***RES# 67695376 DB LWP
RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-LAB Document 1
LOCATION 7504
2606 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-1-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
Filed 11/3/2008 Page 46 of 53
** COPY **

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer.... 683293
Invoice #.... 67809620-001
Invoice date 8/29/07
Date out.... 8/27/07 12:00 PM
Date in..... 8/28/07 11:31 AM

Job Loc..... 4800 OAK GROVE DRIVE,
Job No..... 1 - JPL
P.O. #..... 449
Ordered By.. KEVIN CLARKE
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	DEMO HAMMER 60# ELECTRIC 708249 Make: SB PWRTOOL Model: 11304K Ser #: 490000582	51.00	85.00	340.00	950.00	85.00
1	MOIL POINT 1-1/8 IN X 6 IN	11.00	11.00	43.00	75.00	11.00
1	CHISEL 1-1/8 IN X 6 IN	11.00	11.00	43.00	86.00	11.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750

Sub-total: 297.00

Tax: 16.67
Total: 313.67

***RES# 67807411 DB LWP
RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINDERS:** (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-CAB Document 1
LOCATION #304
4606 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
File # 7/31/2008 Page 16 of 63
** COPY **

Job Site

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507



Customer.... 683293
Invoice #... 67937051-001
Invoice date 9/06/07
Date out.... 8/31/07 7:15 AM
Date in..... 8/31/07 3:31 PM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 1 - JPL
P.O. #..... 360
Ordered By.. KEVIN CLARKE
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BOOM 40FT-50FT IC ARTIC 4WD * 916812 Make: GENIE Model: Z45/25 Ser #: Z452507-31459 HR OUT: 395.80 HR IN: 398.10 TOTAL: 2.30	283.00	283.00	1097.00	2845.00	283.00
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	1.350	1.35	
5	LPG PROPANE UM: (EA) EACH	MCI	EA	3.000	15.00	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JOBSITE CNTCT KEVIN CLARKE 951-538-3750*

Sub-total: 489.35
Tax: 32.53
Total: 521.88

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

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Case 0:08-cv-01389-CAB Document 1
LOCATION #304
8506 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

Filed 09/31/2008 Page 47 of 48
RENTAL RETURN INVOICE
** COPY **

JOB SITE

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

CUSTOMER

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507



Customer.... 683293
Invoice #... 68354380-001
Invoice date 9/24/07
Date out.... 9/19/07 7:00 AM
Date in.... 9/19/07 2:04 PM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 1 - JPL
P.O. #..... 364
Ordered By.. KEVIN CLARKE
Written by.. UR502PY
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	LIFT MATERIAL 24-25 FT 0-400L 768523 Make: GENIE Model: SLC24 Ser #: SLC05-32501	86.00	86.00	323.00	882.00	86.00
1	LIFT MATERIAL 24-25 FT 0-400L 768522 Make: GENIE Model: SLC24 Ser #: SLC05-32500	86.00	86.00	323.00	882.00	86.00
1	LIFT MATERIAL 24-25 FT 0-400L 768521 Make: GENIE Model: SLC24 Ser #: SLC05-32499	86.00	86.00	323.00	882.00	86.00
	DELIVERY CHARGE					95.00

MP 535 E-5 KEVIN (951) 538-3750

Sub-total: 353.00
Tax: 29.14
Total: 382.14

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01385 Document 1
LOCATION #304
5506 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-561-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
File 01/31/2008 Page 48 of 68
** COPY **

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 68536812-001
Invoice date 9/28/07
Date out.... 9/26/07 7:00 AM
Date in..... 9/27/07 10:35 AM
Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 1 - JPL
P.O. #..... 364
Ordered By.. KEVIN CLARKE
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	LIFT MATERIAL 24-25 FT 0-400L	86.00	86.00	323.00	882.00	86.00
	768523 Make: GENIE Model: SLC24 Ser #: SLC05-32501					
1	LIFT MATERIAL 24-25 FT 0-400L	86.00	86.00	323.00	882.00	86.00
	768522 Make: GENIE Model: SLC24 Ser #: SLC05-32500					
1	LIFT MATERIAL 24-25 FT 0-400L	86.00	86.00	323.00	882.00	86.00
	768521 Make: GENIE Model: SLC24 Ser #: SLC05-32499					
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951) 538-3750

Sub-total: 353.00
Tax: 21.30
Total: 374.30

OPENED FROM PREVIOUS CONTRACT 68354380
RENTAL PROTECTION DECLINED
Credit of .50 hrs

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01381-CAF Document 1
LOCATION #304
3006 EAST FIRESTONE BLVD
DOWNEY, CA 90241
562-51-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
Page 49 of 63
** COPY **

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 69071201-001
Invoice date 10/18/07
Date out.... 10/15/07 7:00 AM
Date in..... 10/16/07 8:32 AM
Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 1 - JPL
P.O. #..... 505
Ordered By.. KEVIN CLARK
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	FORKLIFT WHSE 5000 GAS/PROP * 616927 Make: HYSTER Model: H50XM Ser #: H177B49115B HR OUT: 970.90 HR IN: 972.00 TOTAL: 1.10 ***** PENDING DAMAGE REVEIW. UNIT WAS NOTED TO HAVE DAMAGES UPON RETURN. *****	172.00	172.00	672.00	1810.00	172.00
1	PROPANE TANK 10 FORKLIFT *					N/C
SALES Qty 1	ITEMS: Item number ENV ENVIRONMENTAL CHARGE UM: (EA) EACH LPG PROPANE UM: (EA) EACH DELIVERY CHARGE PICKUP CHARGE	Stock class MCI MCI	Unit EA EA	Price .820 3.000		Amount .82 12.00 95.00 95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750

Sub-total: 374.82
Tax: 23.09
Total: 397.91

RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



4800 OAK GROVE DR PASADENA

C#: 951-781-4949 J#: 562-861-0978

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer #... 683293
Invoice#.... 68817750-001
Date..... 10/24/07
Job Loc..... 4800 OAK GROVE DR PASADENA
Job No.....
P.O. #..... 364
Authorized.. KEVIN/CARL
Received on. 10/03/07
Finished on. 10/24/07
Last con/cus 70865781/ 751478
Written by.. UR502CJ

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

EQUIP #	Make	Model	Serial #	Description
768522	GENIE	SLC24	SLC05-32500	LIFT MATERIAL 24-25 Cat/Class 330-9724

Work To Be Done
In Service Inspection - STAGE 1&2 GET STUCK

PARTS:		Description	Stk/Cls	Bin Loc	U/M	Price	Extended
Qty	Part Number						
2	57029-S	COLUMN #2	GENIE		EA	302.020	604.04
1	7251	CABLE ASSEMBLY	GENIE	GREGAREA	EA	47.320	47.32
1	57028-S	COLUMN #1	GENIE		EA		N/C
1	ENV	ENVIRONMENTAL CHARGE	MCI		EA	3.350	3.35

LABOR:	Hours Work	Rate	Extended
Mechanic			
GREG GRAHAM	.50 RENTAL & SERVICE DUE INSPECTIO	95.00	47.50

COMPLAINT:
return with 3 columns bent due to overloading the
unit when lifting

CAUSE:
overload column

CORRECTION:
remove all columns to replace 3 columns, the winch
cable, assemble unit - test functions - satisfactory

Total Parts & Materials	654.71
Total Labor	47.50
Tax	54.00
Total Amount	756.21

Copy

IMPORTANT - PLEASE READ CAREFULLY CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.
WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.
THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.
CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01388-GRB Document 1
LOCATION #502
8815 EAST FIDELITY BLVD
DOWNEY, CA 90241
562-861-0978
562-861-4489 FAX

RENTAL RETURN INVOICE
** COPY **

Customer

JPL
4800 OAK GROVE DRIVE BLD 79
MP 535 E-5
PASADENA, CA 91103
C#: 951-781-4949 J#: 951-538-3750

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 69186161-001
Invoice date 10/26/07
Date out.... 10/18/07 7:00 AM
Date in..... 10/19/07 11:11 AM

Job Loc..... 4800 OAK GROVE DRIVE, PASADENA
Job No..... 1 - JPL
P.O. #..... 501
Ordered By.. KEVIN CLARK
Written by.. UR502RK1
Salesperson. 6686
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	CORE DRILL MACHINE 463132 Make: DIMAS Model: 752	84.00 Ser #: 30014	84.00	348.00	1008.00	84.00
1	DIAMOND CORE BIT 4 IN	50.00	50.00	150.00	450.00	50.00
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

JPL
4800 OAK GROVE DRIVE
PASADENA
MP 535 E-5 KEVIN (951)538-3750

Sub-total: 324.00
Tax: 18.90
Total: 342.90

RENTAL PROTECTION DECLINED
Credit of .00 hrs

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



LOCATION #330
525 MAPLE STREET
ANA, CA 92880
735-9310
951-735-2293 FAX

RENTAL RETURN INVOICE

** COPY **

Job Site

U S NAVAL WEAPONS STATION
SEAL BEACH BLVD & WESTMINISTER
SEAL BEACH, CA 90740

C#: 951-781-4949 J#: 909-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 69500110-001
Invoice date 10/31/07
Date out.... 10/30/07 9:53 AM
Date in..... 10/31/07 9:06 AM

Job Loc..... SEAL BEACH BLVD & WESTMINISTER
Job No..... U S NAVAL WEAPONS
P.O. #..... 435541
Ordered By.. BUD
Written by.. UR550GG
Salesperson.. 7367
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

1	WELDER ARC 125 - 140 AMP 729114	50.00	50.00	200.00	550.00	50.00
	Make: MULTIQUIP Model: GAW135H Ser #: 551-5683					

SALES	ITEMS:	Stock class	Unit	Price	Amount
Qty	Item number	MCI	EA	.240	.24
1	ENVIRONMENTAL CHARGE				
	UM: (EA) EACH				

Sub-total: 50.24
Tax: 3.90
Total: 54.14

RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMINERS:** (1) Rates do not include fuel or delivery; (2) 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (4) This Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (5) Customer assumes all risk and is responsible for all damages and rental agreement supercedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (6) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 3:08-cv-01389-LC Document 1
LOCATION #510
1607 ARIPOSA AVENUE
PERIA, CA 92345
947-4810
760-947-5452 FAX

Filed 07/11/2008 Page 13 of 50
4 WEEK BILLING INVOICE
** COPY **

Job Site

YERMO BASE
BLDG 560
YERMO, CA 92398

C#: 951-781-4949 J#: 951-781-4949

Customer

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 65387178-008
Invoice date 12/23/07
Date out.... 5/29/07 7:42 AM
Billed thru 1/08/08

Job Loc..... BLDG 560, YERMO
Job No..... 1 - YERMO BASE
P.O. #..... 184605
Ordered By.. JASON PAGE
Written by.. CYCLE BILL
Salesperson. 6107
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	G.F.I. TEMPOWER BOX	25.00	25.00	45.00	90.00	90.00
1	G.F.I. TEMPOWER BOX	25.00	25.00	45.00	90.00	90.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00

Sub-total: 660.00
Tax: 51.16
Total: 711.16

BILLED FOR FOUR WEEKS 12/11/07 THRU 1/08/08 07:42 AM
RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Case 2:08-cv-01389-AB Document 1
LOCATION #510
31510 AIRPORT AVENUE
HUNTERIA, CA 92345
760-947-4810
760-947-5452 FAX

RENT-RETURN INVOICE
** COPY **

YERMO BASE
BLDG 560
YERMO, CA 92398

C#: 951-781-4949 J#: 951-781-4949

PHOENIX CONST SVCS RIVERSIDE
2305 CHICAGO AVE
RIVERSIDE, CA 92507

Customer.... 683293
Invoice #... 65387178-009
Invoice date 1/16/08
Date out.... 5/29/07 7:42 AM
Date in.... 1/16/08 4:58 PM
Last billed: 1/08/08
Job Loc..... BLDG 560, YERMO
Job No..... 1 - YERMO BASE
P.O. #..... 184605
Ordered By.. JASON PAGE
Written by.. UR510DF
Salesperson. 6107
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	G.F.I. TEMPOWER BOX	25.00	25.00	45.00	90.00	90.00
1	G.F.I. TEMPOWER BOX	25.00	25.00	45.00	90.00	90.00
1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
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1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00
1	TEMPPOWER CORD #6-4 X 50 FT	20.00	20.00	40.00	80.00	80.00

Sub-total: 660.00
Tax: 51.16
Total: 711.16

FINAL BILL: 1/08/08 07:42 AM THRU 1/16/08 04:58 PM.
RENTAL PROTECTION DECLINED

COPY

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

USRentals

CREDIT APPLICATION

To U.S. Rentals, Inc.: For the purpose of procuring and establishing credit, from time to time, with U.S. Rentals, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents, and warrants said information is true and correct and a true and complete statement of its financial condition.

MAIL THIS APPLICATION TO:

U.S. RENTALS
10625 Monte Vista Ave.
Montclair, Calif. 91763

CUSTOMER: Phoenix Construction

APPLICANT: BUSINESS OR CORPORATE NAME

MRR Construction Services Inc. DBA Phoenix Construction APPLICATION DATE 4-15-92

BUSINESS STREET ADDRESS

14125 Telephone Ave #12

BILLING ADDRESS: STREET OR P.O. BOX

CITY Chino

STATE CA

ZIP 91710

CITY

STATE

ZIP

BUSINESS TELEPHONE NO.

714) 465-6475

YEARS BUSINESS WAS ESTABLISHED

1 1/2

NUMBER OF EMPLOYEES

5

HAVE YOU PREVIOUSLY HAD AN OPEN ACCOUNT AT ANY U.S. RENTALS LOCATION?

YES ☐ NO ☒

WE ARE ENGAGED IN THE BUSINESS OF Construction

ESTIMATED TOTAL MONTHLY RENTALS AND PURCHASES FROM U.S. RENTALS: \$ 1,000 -

TYPE OF BUSINESS:

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

CONTRACTOR LICENSE NO.

459277

RESALE PERMIT NO.

N/A

PRINCIPAL PLACE OF BUSINESS IS:

☐ OWNED

☒ RENTED

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP)

OFFICERS (IF CORPORATION)

NAME

Rosario Girard

TITLE

President

SOCIAL SECURITY NO.

558-92-4533

HOME TELEPHONE NO.

714) 279-5775

HOME ADDRESS

2637 Rock Circle

CITY

Corona

STATE

CA

ZIP

91719

NAME

J. Williams

TITLE

Treasurer

SOCIAL SECURITY NO.

567-62-2979

HOME TELEPHONE NO.

714) 823-1811

HOME ADDRESS

14388 Santa Ana

CITY

Fontana

STATE

CA

ZIP

92334

NAME

Ronald Wheeler

TITLE

Secretary

SOCIAL SECURITY NO.

469-24-4053

HOME TELEPHONE NO.

628-2381 (714)

HOME ADDRESS

4400 Philadelphia St. 131

CITY

Chino

STATE

CA

ZIP

91710

BANK OR SAVINGS AND LOAN ASSOCIATION

NAME

Chino Valley

BRANCH ADDRESS

12808 Central Ave Chino

ACCOUNT NO.

231-132409

TELEPHONE NO.

627-7316 (714)

NAME

BRANCH ADDRESS

ACCOUNT NO.

TELEPHONE NO.

RAFF REFINANCING (LIST AT LEAST THREE)

NAME

Well Rock

ADDRESS

5435 Peck Rd Arcadia CA

TELEPHONE NO.

818) 443-0111

NAME

Blue Diamond

ADDRESS

3000 E. South St. Long Beach CA

TELEPHONE NO.

213) 634-6698

NAME

Standard Concrete

ADDRESS

P.O. Box 15326 Santa Ana CA

TELEPHONE NO.

213) 723-3673

NAME

Hertz Rental

ADDRESS

P.O. Box 2537 City of Industry

TELEPHONE NO.

213) 695-8767

Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? WRITE ANSWER YES or NO. IF YES, EXPLAIN BELOW.

NO

APPLICANT: PLEASE COMPLETE AND SIGN OTHER SIDE

SPACES BELOW ARE FOR U.S. RENTALS USE ONLY

P.C. NO.

09

P.C. APPROVAL

[Signature]

1035

SALES TAX

CREDIT CHECK

CREDIT APPROVAL NO.

APPROVAL DATE

PLEASE SUPPLY THE FOLLOWING INFORMATION TO HELP US BETTER SERVE YOUR ACCOUNT:

17. Do you require a purchase order or requisition number on each invoice? (If you do, equipment will not be released without a purchase order.) ☐ Yes ☒ No
18. Do you have any restrictions on who can authorize or sign rental contracts on behalf of your firm?
☐ Yes ☒ No (If yes, please explain)
19. Do you require a monthly statement of your account? ☒ Yes ☐ No
20. Do you wish to purchase Damage and Theft Waiver on each contract, when offered? ☐ Yes ☐ No

PLEASE READ CAREFULLY

- Damage and Theft Waiver is not offered at all locations, or on all contracts, and does NOT cover repairs to tires, damage or theft of accessories; or any costs resulting from customer negligence.
- If you do not purchase Damage and Theft Waiver on a rental contract, you must provide the Profit Center Manager with proof of insurance, in the form of an all risk equipment floater naming U.S. Rentals, Inc. as a loss payee on any and all equipment rented from U.S. Rentals.
- If you do not purchase Damage and Theft Waiver on any rental contract, you may be responsible for the full cost of any and all repairs or the full replacement cost of the equipment, in accord with the terms printed on the front and reverse of each rental contract.

OPEN ACCOUNT CREDIT TERMS:

1. Each invoice is due and payable within 10 days from invoice date, except as otherwise shown on the face of the invoice.
2. If equipment is rented for more than 4 weeks, periodic invoices will be issued for rental charges due. All such invoices are due and payable within 10 days from invoice date.
3. Any account with a delinquent balance may be placed on a cash basis at any time, and the equipment picked up without notice, at the discretion of U.S. Rentals.
4. U.S. Rentals files preliminary lien notices and mechanics' liens whenever the total billing warrants such action. This is a company policy, and is not a reflection on your credit standing.
5. U.S. Rentals adds to each delinquent account a monthly service charge of 2% or the maximum permitted by law in the state where the contract is signed.

THE UNDERSIGNED, warrants that all information on this Credit Application is true and correct, has read and hereby accepts all of the above open account credit terms and conditions and shall be bound by all of the terms and conditions as set forth in each and every rental contract as equipment is ordered by the undersigned or his agents.

DATE: 4-15-92

NAME: _____

SIGNATURE: Rosario GuaidTITLE: President**PERSONAL GUARANTEE:**

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to U.S. Rentals when due of all indebtedness, obligations and liabilities of customer named on the reverse of this Credit Application, including all amounts now owing and arising in the future.

This guarantee shall continue in force until notice in writing sent by registered or certified mail, return receipt requested, is received by U.S. Rentals, Inc. This notice shall specify the date of termination, not to be less than seven (7) days after the notice is received, and shall not affect any charges for transactions with the customer that were entered into prior to the termination date.

DATE: 4-15-92SIGNATURE: Rosario Guaid

EXHIBIT “3”



ABLE EQUIPMENT RENTAL
 8442 Orangeburg Ave.
 Buena Park, CA 90621
 (714) 521-5802 • Fax (714) 521-0853

2 6 2 5 2	APPROVED BY	DATE	CREDIT LIMIT
ACCOUNT #	Salesman # <u>75</u>	Business Type	
Date Received	BUSINESS INFORMATION		

BUSINESS OR CORPORATE NAME Phoenix Construction Services		APPLICATION DATE 05-22-97
DBA OR OTHER BUSINESS NAME ROSARIO RAMERIZ GIRARD dba PHOENIX CONSTRUCTION SERVICES		
BUSINESS STREET ADDRESS 12155 MAGNOLIA AVENUE # 4-H		BILLING ADDRESS:
CITY RIVERSIDE, CALIF.	STATE 92503	CITY STATE ZIP
BUSINESS TELEPHONE NO. (909) 352-9660	BUSINESS FAX NO. (909) 352-9663	TYPE OF BUSINESS: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP
YEAR BUSINESS WAS ESTABLISHED 1992	HOW LONG UNDER CURRENT OWNERSHIP? <u>5</u> YRS <u> </u> MOS.	<input checked="" type="checkbox"/> CORPORATION: DATE INCORPORATED: <u>11/11/97</u>
TYPE OF EQUIPMENT RENTED		PRINCIPAL PLACE OF BUSINESS IS: <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> RENTED
WE ARE ENGAGED IN THE BUSINESS OF: GENERAL ENG. CONTRACTING		NO. OF EMPLOYEES 50
CONTRACTOR'S LICENSE NO. 688023		MONTHLY CREDIT REQUESTED: \$

PARTNERS (IF A PARTNERSHIP)		OFFICERS (IF A CORPORATION)		OWNER (IF SOLE PROPRIETORSHIP)	
NAME	TITLE	DATE OF BIRTH	HOME PHONE NO.		
ROSARIO R. GIRARD	PRESIDENT / CEO		()	SOCIAL SECURITY NO.	
HOME ADDRESS	CITY	STATE	ZIP		
NAME	TITLE	DATE OF BIRTH	HOME PHONE NO.		
			()	SOCIAL SECURITY NO.	
HOME ADDRESS	CITY	STATE	ZIP		
NAME	TITLE	DATE OF BIRTH	HOME PHONE NO.		
			()	SOCIAL SECURITY NO.	
HOME ADDRESS	CITY	STATE	ZIP		

BANK REFERENCES			
NAME	ADDRESS	ACCOUNT NO.	PHONE NO.
WELLS FARGO BANK	410 McKinley Corona	0749-017406	(909) 371-8781
NAME	ADDRESS	ACCOUNT NO.	PHONE NO.
			()

I authorize the bank listed above to provide the requested credit rating information on my account.

TRADE REFERENCES			
NAME	ADDRESS	PHONE NO.	ACCOUNT NO.
EWING IRRIGATION	2462 Polvorosa	(714) 432-7205	6013
AgriChem Services	36053 County Rd #31 Davis, Calif.	(916) 753-4178	PHOENIX
HYDROSCAPE PRODUCTS	5805 Kearny Villa San Diego, Calif.	(619) 560-1600	10081
ROBERTSON READY MIX	6830 Van Buren Riverside, Calif.	(909) 685-2200	N/A

Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? NO

Are taxes owed by Applicant to any taxing authority current? YES Has a tax lien or civil suit been filed against Applicant or any of its Owners, Partners, or Officers within the past six years? NO

PLEASE COMPLETE AND SIGN REVERSE.

CUSTOMER BILLING INFORMATION

Please indicate those items below that will assist you in processing payment most efficiently. We will make every effort to provide this information on each and every invoice.

_____ P.O. # X Job # X Job Name _____ Tract # _____ Job Address _____ Signature

The following individuals are authorized to approve rental transactions on behalf of our company:

<u>ROSE GIRARD</u>	<u>PRESIDENT</u>	<u>JOSE SALINAS</u>	
Name	Title	Name	Title
<u>STEVE GIRARD</u>	<u>PROJECT MGR.</u>	<u>JAIME ARROYO</u>	
Name	Title	Name	Title
<u>JAMES (JIM) ANGELOSANTO</u>	<u>LANDSCAPE SUPERINDENT</u>		
Name	Title	Name	Title

Do you want our rental counter to call your purchasing department at the time of rental for authorization? _____ Yes X No

If yes, number to call: _____ Person to contact: _____

DAMAGE WAIVER TERMS

Damage Waiver will be charged on all contracts unless a certificate of insurance is provided. We must be listed as an additional insured and loss payee, and a minimum per item coverage of \$100,000 is required. If a certificate of insurance is not on file at time of rental, the Damage Waiver fee will be charged on all contracts until the certificate is received at our office.

* WILL BE FAXED OVER BY GENEVA INSURANCE

OPEN ACCOUNT CREDIT TERMS

- Our terms are Net 10th Prox. All invoices are due by the tenth day of the following month.
- Equipment rented for more than a 4-week period will be issued invoices every 4 weeks for the rental charges due.

PRELIMINARY LIEN NOTICES

Able Equipment Rental files preliminary lien notices whenever total billing warrants such action. This is a company policy, and is not a reflection on your credit standing.

Person to contact for Preliminary Lien Information: NANCY LIRA Telephone No: 909-352-9660

THE UNDERSIGNED warrants that all of the information provided in this Credit Application is true and correct. We have read and hereby agree to the terms of an open account and further agree to the terms and conditions as set forth in each and every rental contract. In case of default in payment, action instituted, it is agreed that the action shall be brought and tried in Orange County, California, and that we agree to pay the sum of reasonable attorney's fees and court costs. The undersigned authorizes the release of credit information to Able Equipment Rental for the purpose of establishing credit. Any corporate parties represent that if this Credit Application requires the approval of its board of directors and/or shareholders, such approval has been obtained and that the officers of any corporate party have been duly elected and qualified and are acting within the scope of their authority in executing this Credit Application.


Signature
ROSARIO RAMIERZ GIRARD
Print Name

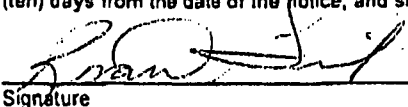
PRESIDENT

Title

May 28, 97
Date

Personal Guarantee

The undersigned hereby personally guarantees the full and prompt payment of all obligations and liabilities of the customer named on the reverse side of this Credit Application to Able Equipment Rental, including amounts now owing and arising in the future. This guarantee shall remain in full force and affect until notice is received in writing by certified mail, return receipt requested. This notice shall specify the date of termination, not to be less than 10 (ten) days from the date of the notice, and shall not affect any charges incurred prior to the termination date.


Signature
ROSARIO RAMIERZ GIRARD
Print Name

May 28, 97
Date

JS 44 (Rev. 12/07)

ORIGINAL
CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Urtnowski & Associates, P.C.
18301 Von Karman, Suite 200, Irvine, CA 92612 949/752-0010

DEFENDANTS

Phoenix Construction Services, Inc., a California corporation;
MRR Construction Services, Inc., a California corporation;

County of Residence of First Listed Defendant Riverside
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE

LAND INVOLVED.

Attorneys (If Known)

08 CV 1389 L CAB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACTS	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excl. Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):

49 Stat. 793, c. 642 Section 1; 40 U.S.C. Sections 270a-270e

Brief description of cause:

Recovery under Miller Act and pendent claims.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 24,494.67

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

07/31/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 153522 AMOUNT \$350 APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

TAC 7/31/08

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

153522 - TC

**July 31, 2008
14:36:38**

Civ Fil Non-Pris

USAO #: 08CV1389

Judge.: M. JAMES LORENZ

Amount.: \$350.00 CK

Check#: BC306842

Total-> \$350.00

FROM: USA

VS

PHOENIX CONST SERVICES